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NOTES OF CASES.

Carriers of Goods—Delay in Transportation.—The negligent delay of a carrier in moving goods intrusted to it for transportation, not so unreasonable as to amount to a conversion, is held, in *Rodgers v. Missouri P. R. Co.* (Kan.) 10 L. R. A. (N. S.) 658, not to render it liable for the loss of such goods after they have been carried to their destination, if they are there destroyed by an act of God before delivery.

Street Railroads—Liability for Baggage.—A street railway company, in the absence of a general undertaking of liability as a common carrier of baggage, or of special contract, is held, in *Sperry v. Consolidated R. Co.* (Conn.) 10 L. R. A. (N. S.) 907, not to assume such liability because its conductor takes the suit case of a passenger who enters the car and carries and deposits it near the seat occupied by the passenger.

Negotiable Notes—Innocent Holder for Value.—An innocent holder for value is held, in *Arnd v. Sjoblom* (Wis.) 10 L. R. A. (N. S.) 842, to be entitled to enforce a note given for lightning rods, notwithstanding it does not bear upon its face a declaration of that fact, as required by statute, which renders it invalid as between the parties to it.

Checks—Transfer without Indorsement.—In case a lender of money attempts to transfer it by means of a cashier's check of the bank in which it is deposited, which is payable in current funds and therefore not negotiable, which bank is at the time insolvent, so that the check is worthless, it is held, in *Dille v. White* (Iowa) 10 L. R. A. (N. S.) 510, that the loss falls on him, and not on the borrower, although the failure of the bank is not announced until the check had reached the possession of the borrower. With this case is a note on the effect of transfer, without indorsement, of worthless check, or note of third person.

Contempt—Order—Validity.—A judgment or order committing to jail upon a charge of contempt in disobeying a decree, made in the absence of the person, is held, in *Mylius v. McDonald* (W. Va.) 10 L. R. A. (N. S.) 1098, to be void.

Checks—Time for Presentment.—The transfer of a check to successive holders is held, in *Gordon v. Levine* (Mass.) 10 L. R. A. (N. S.) 1153, not to extend the time for presentment, where it is drawn and delivered in the place where the drawee is located.